

MAIL-L. DIXON
RECORDER
SALT LAKE COUNTY,
UTAH

JAN 7 4 25 PM '85

VAN COTT BAGLEY
DEP

05/02
Rebecca Gray
REBECCA GRAY

WHEN RECORDED RETURN TO:
Kate Lahey
Van Cott, Bagley, Cornwall & McCarthy
P.O. Box 3400
Salt Lake City, Utah 84110-3400

4036281

AMENDMENT TO LEASE MODIFICATION AGREEMENT

THIS AMENDMENT TO LEASE MODIFICATION AGREEMENT (hereinafter referred to as the "Amendment") is made and entered into on this 12th day of October, 1984, by and among CALVIN J. SPRATLING and CARLA P. SPRATLING, husband and wife, WILLIAM PARLEY SPRATLING and AMELIA DAISY SPRATLING, husband and wife, and MAX SPRATLING (also known as WILLIAM MAX SPRATLING) and JOYCE SPRATLING, husband and wife (all of the Spratlings are hereinafter collectively referred to as the "Spratlings") of P.O. Box 400-Star Route, Pendleton, Oregon 97801, LESSORS; and KUTV, INC. (hereinafter referred to as "KUTV"), a Nevada corporation with its principal office at 2185 South 3600 West, Salt Lake City, Utah 84119, LESSEE.

RECITALS

A. On or about February 1, 1954, William Parley Spratling and his wife Amelia Daisy Spratling entered into an Agreement of Lease (hereinafter referred to as the "Lease") with Utah Broadcasting and Television Corporation. By a Notice dated July 9, 1976 KUTV, the successor in interest to Utah

Attn: Kate Lahey
50 So Main #1600
SLC UT 84145

Van Cott Bagley

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Broadcasting and Television Corporation, extended the Lease according to its terms for an additional period of 25 years, commencing January 1, 1977. This Notice was recorded in the Salt Lake County Recorder's Office on August 12, 1976 in Book 4298, Pages 320-323.

B. On or about June 24, 1981, the Spratlings, as lessors, entered into that certain Lease Modification Agreement (hereinafter referred to as the "Lease Modification Agreement") with KUTV, as lessee, whereunder the Spratlings modified the Lease to grant KUTV certain additional rights and to lease to KUTV certain additional real property in Salt Lake County, Utah, located in Section 34 of Township 2 South, Range 3 West, Salt Lake Base & Meridian, which additional real property is more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof. The Lease Modification Agreement was recorded in Salt Lake County on September 11, 1981 at Book 5290, Pages 1466 to 1471, as Entry No. 3603450.

C. On or about June 7, 1982, the Spratlings obtained a survey of Section 34 of Township 2 South, Range 3 West, Salt Lake Base & Meridian, and a survey of the actual additional lands (hereinafter referred to as the "Additional Lands") intended by KUTV and the Spratlings to be covered by the Lease Modification Agreement. The survey of the Additional Lands contains a legal description which differs from the original

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land description contained in the Lease Modification Agreement. The survey descriptions of Section 34 and of the Additional Lands intended to be covered by the Lease Modification Agreement are set forth in Exhibits "B" and "C" attached hereto and by this reference are made a part hereof.

D. The Spratlings and KUTV desire to clarify their intention concerning the location and description of the Additional Lands and to amend the Lease and the Lease Modification Agreement to incorporate the land description set forth in Exhibit "D" attached hereto and by this reference incorporated herein as the correct legal description for the lands covered by the Lease and the Lease Modification Agreement.

E. This Amendment is made in accordance with the terms of that certain Boundary Line Agreement, dated May 5, 1984, which was entered into by the parties hereto and Kennecott Corporation, and which was recorded on June 12, 1984 in the Salt Lake County Recorder's Office in Book 5563, Pages 2907-2926, as Entry No. 3953539.

NOW THEREFORE, in consideration of the mutual agreements and covenants herein contained, and of other good and valuable consideration, the receipt whereof is hereby acknowledged, the parties agree as follows:

1. KUTV and the Spratlings hereby amend the Lease and Lease Modification Agreement to include those lands, and

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only those lands described in the land description set forth in Exhibit "D" attached to this Amendment.

2. The Spratlings hereby lease to KUTV and KUTV hereby takes from the Spratlings the lands described in Exhibit "D" of this Amendment, on the conditions and provisions and for the term set forth in the Lease and the Lease Modification Agreement.

3. KUTV and the Spratlings hereby ratify and adopt the Lease and the Lease Modification Agreement as amended herein and as they pertain to the lands described in Exhibit "D" attached hereto.

4. KUTV hereby releases only those lands that are described in the Lease Modification Agreement and in Exhibit "A" attached hereto but that are not also included in the lands described in Exhibit "C" attached to this Amendment.

DATED this 12th day of October, 1984.

Calvin J. Spratling
Calvin J. Spratling

Carla P. Spratling
Carla P. Spratling

William Parley Spratling
William Parley Spratling

Amelia Daisy Spratling
Amelia Daisy Spratling

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STATE OF OREGON)
) : ss.
County of Umatilla)

On the 25 day of October, 1984, personally appeared before me CALVIN J. SPRATLING, the signer of the foregoing Quitclaim Deed, who duly acknowledged to me that he signed the same.

Judith Beckett
NOTARY PUBLIC FOR OREGON
Residing at Echo, Oregon

My Commission Expires: 10/22/86

STATE OF OREGON)
) : ss.
County of Umatilla)

On the 26th day of October, 1984, personally appeared before me CARLA P. SPRATLING, the signer of the foregoing Quitclaim Deed, who duly acknowledged to me that she signed the same.

Patricia Moppit
NOTARY PUBLIC FOR OREGON
Residing at Seaside, Oregon

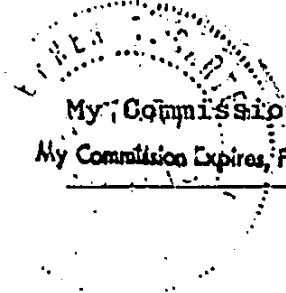
My Commission Expires:

10/24/86

State of Utah)
) ; ss.
County of Salt Lake)

On the 7 day of ", 1984, personally
appeared before me WILLIAM PARLEY SPRATLING, the signer of the
foregoing Quitclaim Deed, who duly acknowledged to me that he
signed the same.

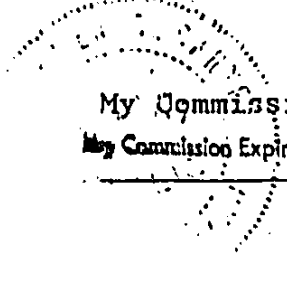
W Parley Spratling
NOTARY PUBLIC
Residing at Bntfl

 My Commission Expires:
My Commission Expires, February 16, 1985

State of Utah)
) ; ss.
County of Salt Lake)

On the 7 day of ", 1984, personally
appeared before me AMELIA DAISY SPRATLING, the signer of the
foregoing Quitclaim Deed, who duly acknowledged to me that she
signed the same.

W Parley Spratling
NOTARY PUBLIC
Residing at Bntfl

 My Commission Expires:
My Commission Expires, February 16, 1985


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State of Utah)
: ss.
County of Salt Lake)

On the 7 day of 11, 1984, personally
appeared before me MAX SPRATLING, also known as WILLIAM MAX
SPRATLING, the signer of the foregoing Quitclaim Deed, who duly
acknowledged to me that he signed the same.



NOTARY PUBLIC
Residing at Bntfl



My Commission Expires:
My Commission Expires, February 16, 1985

State of Utah)
: ss.
County of Salt Lake)

On the 7 day of 11, 1984, personally
appeared before me JOYCE SPRATLING, the signer of the foregoing
Quitclaim Deed, who duly acknowledged to me that she signed the
same.



NOTARY PUBLIC
Residing at Bntfl


My Commission Expires:
My Commission Expires, February 16, 1985

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EXHIBIT "A"

Original, incorrect description of the additional lands covered by the June 24, 1981 Lease Modification Agreement:

Beginning at a point which is approximately 1306.125 feet West and 1336.5 feet South of the Northeast corner of Section 34, Township 2 South, Range 3 West, Salt Lake Base & Meridian; thence West approx. 500 feet; thence South approx. 250 feet; thence East approx. 500 feet; thence North approx. 250 feet to the point of beginning, excepting, however, the lands described in the Rock Cabin Mining Claim.

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EXHIBIT "B"

The bearings and distances of the perimeter lines of Section 34 of Township 2 South, Range 3 West, Salt Lake Base & Meridian are as follows:

Beginning at the Northeast Corner of said Section 34 and running on a bearing of South 00 Degrees 48 Minutes East a distance of 5,273.36 feet to the Southeast Corner, thence running North 89 Degrees 48 Minutes West a distance of 5,300.62 feet to the Southwest Corner, thence running North 00 Degrees 11 Minutes West a distance of 2,700.70 feet to the West Quarter Corner, thence running North 00 Degrees 04 Minutes East a distance of 2,630.30 feet to the Northwest Corner, thence running South 89 Degrees 05 Minutes East a distance of 2,639.90 feet to the North Quarter Corner, thence running South 89 Degrees 15 Minutes East a distance of 2,592.49 feet to the Northeast Corner of Section 34, the point of beginning. The bearing reference is based on the Geodetic Bearing of Larson Triangulation Station and Larson Reference #3.

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EXHIBIT "C"

Correct legal description for the Additional Lands leased by Spratlings to KUTV under the June 24, 1981 Lease Modification Agreement:

Beginning at a point South 1298.58 feet and West 1285.06 feet from the Northeast corner of Section 34 of Township 2 South, Range 3 West, Salt Lake Base & Meridian, which beginning point is the Northeast corner of the Southwest Quarter of the Northeast Quarter (SW $\frac{1}{4}$ NE $\frac{1}{4}$) of said Section 34, and running thence North 89°08' West 500.00 feet along the North line of the Southwest Quarter of the Northeast Quarter (SW $\frac{1}{4}$ NE $\frac{1}{4}$) of said Section 34, thence South 250.00 feet; thence South 89°08' East 500.00 feet; thence North 250.00 feet, to the point of beginning.

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EXHIBIT "D"

Correct legal description for all of the lands leased by the Spratlings to KUTV under the Lease, the Lease Modification Agreement and the Amendment to the Lease Modification Agreement:

Parcel 1:

A tract of land situated in the Northwest Quarter of the Northwest Quarter (NW $\frac{1}{4}$ NW $\frac{1}{4}$) of Section 35 of Township 2 South, Range 3 West, Salt Lake Base & Meridian, more particularly described as being 150 feet in width (East and West) and 300 feet in length (North and South), the center of which is the highest point on a ridge in the said described area, which said ridge runs in a general Easterly and Westerly direction, together with the right to use additional land adjacent to the said described tract as may be required by Lessee for the installation of a guy-wire system supporting a transmitter tower upon the said tract, and, further, together with an easement on the property of Lessors for a roadway not exceeding two (2) rods in width from the above-described tract or from any tract or site upon which Lessee locates its said transmitter, whether upon the land of Lessors or otherwise, to the roadway now constructed on the property of Lessors in Sections 34, 35 and 36 of Township 2 South, Range 3 West, Salt Lake Base & Meridian, and now being used by KUTV, Inc. and others.

Parcel 2:

Beginning at a point South 1298.58 feet and West 1285.06 feet from the Northeast corner of Section 34 of Township 2 South, Range 3 West, Salt Lake Base & Meridian, which beginning point is the Northeast corner of the Southwest Quarter of the Northeast Quarter (SW $\frac{1}{4}$ NE $\frac{1}{4}$) of said Section 34, and running thence North 89°08' West 500.00 feet along the North line of the Southwest Quarter of the Northeast Quarter (SW $\frac{1}{4}$ NE $\frac{1}{4}$) of said Section 34, thence South 250.00 feet; thence South 89°08' East 500.00 feet; thence North 250.00 feet, to the point of beginning.

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